END USER LICENSE AGREEMENT

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A FEW IMPORTANT NOTICES—ARBITRATION, REFUNDS AND DAMAGES

PLEASE REVIEW CAREFULLY SECTION 22 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. IMPORTANT NOTICE REGARDING ARBITRATION FOR PLAYERS IN THE UNITED STATES: WHEN YOU AGREE TO THIS EULA YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND US THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. THIS EULA ALSO INCLUDES A LIMITATION ON DAMAGES THAT YOU CAN COLLECT FROM US THAT MAY ARISE OUT OF YOUR USE OF THE SERVICES. BY USING THE SERVICES, YOU AGREE TO THESE PROVISIONS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT INSTALL, COPY, OR USE OUR SERVICES. WE DO NOT NORMALLY OFFER REFUNDS, EXCEPT WHERE EXPRESSLY AUTHORIZED BY US (SEE SECTION 10 FOR EXCEPTIONS), OR WHERE REFUNDS ARE REQUIRED UNDER LOCAL LAW.

OUR EULA MAY ALSO CONTAIN COUNTRY-SPECIFIC ADDENDA THAT APPLY TO YOU BASED ON THE JURISDICTION IN WHICH YOU RESIDE. TO SEE ADDITIONAL TERMS APPLICABLE TO YOU (WHICH CONSTITUTE PART OF THIS AGREEMENT AND MAY SUPERSEDE THESE TERMS), PLEASE CHECK THE COUNTRY-SPECIFIC ADDENDA BELOW OR THE COUNTRY-SPECIFIC LANGUAGE ON THE EULA WEBSITE.

- If you are a resident of the European Union, UK, or Brazil, then please also see schedule A-1 for further terms.
- If you are a resident of the United States, then please also see schedule A-2 for further terms.
- If you are a resident of South Korea, then please also see schedule A-3 for further terms.
- If you are a resident of Japan, then please also see schedule A-4 for further terms.
- If you are a resident of Morocco, then please also see schedule A-6 for further terms.
- If you are a resident of Tunisia, then please also see schedule A-7 for further terms.
- If you are a resident of Australia, then please also see schedule A-8 for further terms.
- If you are a resident of Mexico, then please also see schedule A-9 for further terms.
- If you are a resident of Canada, then please also see schedule A-10 for further terms.

WHAT IS THIS DOCUMENT? WHEN CAN I PLAY?

This is the agreement between you and us for our services you download or access, whether that's a game, something that supports the game, or something else. You can only use these things once you agree to these terms.

You are now reading our End User License Agreement ("**EULA**") which is a legal agreement between you and Digital Extremes, Ltd.("**WE**", "**US**", "**OUR**", as appropriate) regarding the Services you use from us. The "**SERVICES**" mean collectively, and sometimes individually, the following: (a) each of our Games, and (b) any websites, software or other services we provide with or in support of the Game, whether or not they are installed or used on a computer, console, or a mobile device. "**GAME**" means our game that you download and access that is subject to this EULA, regardless of

where you download and/or access it, and any documentation, software, updates, Virtual Goods and Content (each defined below) included in it. We've tried to be straightforward in this EULA, and if you have any questions feel free to send us a note at http://support.warframe.com (our "**SUPPORT ADDRESS**"). You'll notice that we added some text in italics throughout the EULA to make it easier to read; however, this text is provided for guidance only, and does not form part of the EULA.

DEFINED TERMS

You'll notice some capitalized terms in this EULA. They're called "defined terms," and we use them so we don't have to repeat the same language again and again, and to make sure that the use of these terms is consistent throughout the EULA. We've included the defined terms throughout because we want it to be easy for you to read them in context.

ADDITIONAL TERMS

Some Services may be available (or only available) through accessing (or downloading from) a third-party platform or store, including but not limited to, Facebook, the Epic Games Store, Steam game platform, the Google Play Store and Apple App Store (each, an "**APP STORE**"). Your use of the Services is also governed by any applicable agreements you have with any App Store (the "**APP STORE AGREEMENT(S)**"). In the event of a conflict between any other App Store Agreement(s) from which you acquire one of our Games and this EULA with respect to your use of the Services, this EULA will take priority. The collection of information from you and related to the Services (whether obtained through an App Store or not) is governed by our Privacy Policy at https://www.warframe.com/privacy. Our Privacy Policy explains how we collect, use, and disclose information that we collect from and about you.

ELIGIBILITY AND REGISTRATION

The Services we offer have certain age restrictions. Others may require an outside account. When you give us information, you need to make sure it stays up to date. Also, don't share your account with others without our permission.

a. Age. To create a Game Account (as defined below) and access some of our Services, you must be at least the minimum age for consenting to personal data collection under the law in your jurisdiction. If you are between the minimum age for personal data collection and age of majority in your jurisdiction, your parent or guardian must review this EULA and accept it on your behalf. Parents and guardians are responsible for the acts of their children under 18 years of age when using our Services.

   We may allow a minor under the minimum age for personal data collection to register for certain Services with the verified consent of a parent or legal guardian. The parent/legal guardian may be asked to provide additional documentation or perform additional actions as part

of the verification and approval process as consistent with applicable law. We recommend that parents and guardians familiarize themselves with parental controls on the devices they provide their child.

b. Account Creation. To access parts of a Game, you may need to create an in-game account (your "**GAME ACCOUNT**"). Your Game Account, if applicable, is separate from any account you may have with any App Store (your "**APP STORE ACCOUNT**"). You may be able to create your Game Account using an existing account you have with us or your email address. To the extent you create your Game Account through the use of a third-party account (for example, your account with Facebook or Google), we may access certain personal information that this third party provides to us such as your email address and name to help create your Game Account. Further information about use of third-party accounts is provided in the Privacy Policy at https://www.warframe.com/privacy. Please note that you may also be able to play the Game without creating a Game Account, but you may not be able to access certain parts of the Game, and your Game data may be deleted if you uninstall or otherwise delete the Game.

c. Keep Your Information Current. It's important that you provide us with accurate, complete, and up-to-date information for your Game Account, and you agree to update such information to keep it that way. If you don't, we may suspend or terminate your Game Account. You agree that you will not disclose your Game Account password to anyone, and will notify us immediately of any unauthorized use of your Game Account. You are responsible for all activities that occur under your Game Account, whether or not you know about them. If you believe that your Game Account is no longer secure, then you must immediately notify us at our Support Address.

d. No Account Sharing. You may not sell, resell, rent, lease, share or provide access to your Game Account to anyone else. We reserve all available legal rights and remedies to prevent unauthorized use of our Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

e. No False Accounts. You may not create a Game Account for anyone else or create a Game Account in a name other than your own.

LICENSE AND USE OF THE SERVICES

As long as you agree to this EULA (and as long as the EULA isn't terminated —see Section 21), we grant you permission to access and use our Services. If you break the rules or can't agree, we can't let you play.Please ensure your system and devices meet the minimum requirements for the Game. Also, if you suffer from an epileptic condition, please talk to a doctor before playing the Game.

a. License Grant. So long as you comply with this EULA and, as applicable, the App Store Agreement(s), we grant you the following

license: a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to (i) download and install the Game on the device permitted by the App Store Agreement(s) (if applicable), and (ii) access and use the Services, including any Content, for your personal entertainment purposes leveraging only the functionality of the Game and Services. We and our licensors reserve all rights not granted to you in this EULA. "**CONTENT**" means all artwork, titles, themes, objects, characters, names, dialogue, catch phrases, stories, animation, concepts, sounds, audio-visual effects, methods of operation, musical compositions, Virtual Goods (defined in Section 9) and any other content within the Services. Content also includes anything generated, created, or that is otherwise developed within the Services by any user (including you) as a result of interaction with the functionality of the Services. We also grant you a limited license to make gameplay videos for certain Games specified on the Services, provided that you agree that all such gameplay video activity is subject to your agreement to and pursuant to our Streaming Policy in Schedule C-1. We may, in our sole discretion, remove, edit, or disable any Content for any reason.

b. Content You Create Outside the Services."**USER CONTENT**" means any Content that you (or other Game Account holders) create or obtain outside the Services that you or another user makes available within the Services. To be clear, if Content is created within the Services, it is not User Content; only Content created or obtained from outside the Services that a user then makes available within the Services is User Content. By making any User Content available through the Services, you hereby grant to us the following license: a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services and Content to you and to other users of the Services. Except to the extent prohibited by law, you waive the benefit of any "moral rights" or "droit moral" or similar rights in any country to any User Content. We may, in our sole discretion, remove, edit, or disable any User Content at any time and for any reason, including if we determine that the User Content violates this EULA. We do not assume any responsibility or liability for User Content, for removing it, or not removing it or other Content. We do not pre-screen or review any User Content, and do not approve or endorse any User Content that may be available on the Services or our other services.

c. Service Limits Based on Where You Live.We may restrict, modify, or limit your access to and use of certain Content, Virtual Goods, an entire Game, or any or all of the Services, depending on the territory in which you are located.Without limiting the foregoing, Content, Virtual Goods, entire Games, or the Services may not be available (in whole or in part)

where you are located or may only be available in a modified version, if they do not comply with the laws which apply in your country.

d. Retail Purchase. We may offer codes or product keys that can be activated in a Game or used to activate a Game on the App Store. Subject to foreign exchange control regulations applicable in your jurisdiction, such codes or keys must be purchased (or otherwise obtained legally) through us or one of our authorized retailers to be valid. If you purchase such a code or key from a third party, that third party is responsible for addressing any issues you have with these codes or keys. Subject to applicable law, we will have no responsibility for these codes or keys purchased from any third party or if any purchase occurred in breach with any applicable foreign exchange control regulations.

e. Minimum Requirements. The Game may have minimum requirements for the devices and systems on which you wish to play the Game. We may publish these minimum requirements on the applicable website and/or otherwise notify you in writing. For an optimal experience, please ensure that your devices and systems will meet these requirements before playing the Game.

f. Seizure Warning. The Game may contain flashing lights, images, and other luminous stimulations which may induce epileptic seizures in certain individuals. If you or anyone in your household has an epileptic condition, please consult your doctor before playing any Game. If you experience dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions while playing, please immediately discontinue playing the Game and consult your doctor.

PLAYER CONDUCT

We strive to make all of our players and users feel safe and welcome when using our Services and playing our games and we want everyone to play by the same rules. So, if you use our Services as intended, without cheating, being abusive, disruptive or disrespectful, or being unfair, you are probably in the clear, but please read all of the terms of this EULA carefully to be sure.

You agree not to do any of the following with respect to the Services, as determined by us, as applicable:

a. use them commercially, for a promotional purpose, or for the benefit of any third party or in any manner not permitted by this EULA;
b. use, or provide, any unauthorized third-party programs that intercept, emulate, or redirect any communication between the Services and us or that collect information about the Game;
c. use, or provide ancillary offerings to anyone, that are not offered within the Services by us (or the functionality of the App Store), such as hosting, “leveling” services, mirroring our servers, matchmaking, emulation, communication redirects, mods, hacks, cheats, bots (or any

other automated control), trainers and automation programs that interact with the Services in any way, tunneling, third party program add-ons, and any interference with online or network play;

d. access or use them on more than one device at a time;
e. copy, reproduce, distribute, display, mirror, frame or use them (or any of our other materials, intellectual property, or proprietary information) in a way that is not expressly authorized in this EULA;
f. sell, rent, lease, license, distribute, or otherwise transfer the Services, Game or any Content, including, without limitation, Virtual Goods or Game Currency, including participating in or operating so called “secondary markets” for Virtual Goods, Game Currency or Content;
g. attempt to reverse engineer (except as otherwise permitted by applicable local law), derive source code from, modify, adapt, translate, datamine, decompile, or disassemble or make derivative works based upon the Services or any Content;
h. remove, disable, circumvent, or modify any technological measure we implement to protect them or any of their associated intellectual property;
i. create, develop, distribute, or use any unauthorized software programs to gain advantage in any online or other game modes or otherwise Cheat (as defined below);
j. attempt to probe, scan or test its vulnerability or breach any security or authentication measures;
k. access, tamper with, or use non-public areas of the Services;
l. trespass, or attempt to gain access to a property or location where you do not have permission to be or engage in any activity that may result in injury, death, property damage, nuisance or other liability;
m. upload, publish, submit or transmit any User Content, create a user name or account name,or otherwise engage in any behavior that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, contractual rights, moral rights or other intellectual property rights, or rights of publicity or privacy, or any other rights of third parties; (ii) violates, or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is grossly harmful, racially or ethnically objectionable, disparaging, blasphemous, libelous, defamatory, obscene, pornographic, paedophilic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent, bullying, or threatening or promotes violence, money laundering or gambling, terrorism, or actions that are threatening or disrespectful to any person or entity; (vii) harms minors in any way; or (viii) promotes illegal or harmful activities or substances;
n. engage in any behavior that: (i) violates, or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability; (ii) is fraudulent, false, misleading or deceptive, including

"trolling;" (iii) is defamatory, obscene, pornographic, vulgar or offensive; (iv) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (v) is disruptive to the Game, App, its users or user community, is violent, bullying, or threatening or promotes violence, terrorism, or actions that are threatening or disrespectful to any person or entity; or (vi) promotes illegal or harmful activities or substances;

o. interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services or any of its users;
p. collect or store any information that could be used to identify an individual, either itself or combined with other information, from the Services from other users of the Services without their express permission;
q. behave in a manner which is detrimental to the enjoyment of the Services by other users as intended by us, in our sole judgment, including, without limitation, harassment, use of abusive or offensive language, game abandonment, game sabotage, spamming, behaving in a disruptive manner, social engineering, or scamming, or contrary to public morals or public policy;
r. impersonate or misrepresent your affiliation with any person or entity, or deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
s. use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on the Services or for any other purpose;
t. play on another person's Game Account to "boost" that Game Account's status, level or rank;
u. use the Services in any way that would affect us adversely or reflect negatively on us or the Services or discourage any person from using all or any portion of the features of the Services;
v. encourage, promote, take part in or enable anyone else to do any of the foregoing; or
w. violate any applicable law or regulation.

If you encounter another user who is violating any of these rules, please report this activity to us using the "Report Abuse" function in the relevant Game or part of the Service, if available, or contact us at http://support.warframe.com.

OWNERSHIP OF THE SERVICES

Our Services including our Content and Games are owned by us or our licensors. Our Services may let you upload, post and store photos and other content that you own. You retain your ownership of this content, to which we take a license.

We and our affiliates and licensors own all title, ownership, and intellectual property rights in the Services. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services. You understand and agree that you have no ownership interest in the Services or any Games or Content therein.

The Services (and particularly our Games) may have built-in mechanisms designed to prevent granting one user an unfair advantage over other users (these actions are "**CHEATING**" and the software is the "**CHEAT DETECTION SOFTWARE**"). We may add or update our Cheat Detection Software periodically as we may require in our sole discretion. The Services and/or the Cheat Detection Software may collect and transmit details about your Game Account, gameplay, and unauthorized programs or processes in connection with Cheating, subject to our Privacy Policy and applicable law. In the event that we in our sole discretion conclude that you are Cheating, you agree that we may exercise any or all of our rights under this EULA, including termination of this EULA and your access to our Services. In addition, if you Cheat in one Game or Service, we may terminate your license to use all of our Games and Services.
Although we are not obligated to monitor access to or use of the Services or to review or edit any Content, we have the right to do so for the purpose of operating and publishing the Services, to ensure compliance with this EULA, to protect the health or safety of anyone that we believe may be threatened, to protect our legal rights and remedies, to report a crime or offensive behavior, or to comply with applicable law. We may (but don't have to) remove or disable access to any Content, at any time and without notice. We may (but don't have to) investigate violations of this EULA or conduct that affects the Services.

VIRTUAL GOODS AND GAME CURRENCY

We may offer you some cool features in our games for which you must pay. We need special permission to charge your payment method. These features are owned by us.

a. Purchasing or Obtaining Virtual Goods and Game Currency. Subject to applicable foreign exchange control regulations in your jurisdiction, we may offer certain upgrades and options within our Games that you can buy with real world currency, including, but not limited to, in-game currency where permitted under applicable law ("**GAME CURRENCY**"), character skins, mounts and vehicles, digital cards, experience boosts, gear, and other customizations for your in-Game characters, and other such digital add-on items that may improve your Game experience in some way ("**VIRTUAL GOODS**"). Except as otherwise communicated to you within the functionality of the Game, Game Currency and Virtual Goods are not transferable from one Game to another. You may also be

able to obtain certain Virtual Goods and Game Currency without making a purchase, such as an in-Game award. When you purchase Game Currency, Virtual Goods, or a Game itself (each, a "**TRANSACTION**"), your purchase will be made through the functionality available through the App Store or other platforms we make available to you. Prior to making a Transaction, you should make sure you fully understand the agreement that covers your Transaction, whether that agreement is an App Store Agreement or another payment platform agreement (like our WeGame Platform or a third-party payment processor's terms). There may be limits to the quantity and number of times you can purchase Virtual Goods, Game Currency, or other aspects of your Transaction. For example, there may be a maximum amount of Game Currency you are able to hold (in-Game) or purchase at a given time, or a maximum number of Transactions you may make per day; these additional restrictions may be communicated to you via the functionality of the Services. We may, from time to time, modify, amend, or supplement our fees, billing methods, and terms applicable to Game Currency, Virtual Goods or to any purchases, and post those changes in this EULA, in separate terms and conditions or in other terms or agreements posted on the applicable website or as part of the Game or otherwise provided to you by us. Except where prohibited by law in your jurisdiction, such modifications, amendments, supplements, or terms shall be effective immediately upon posting and shall be incorporated by reference into this EULA. If any change is unacceptable to you, you may terminate the use of your Game Account at any time.

b. Your License to Virtual Goods and Game Currency. Virtual Goods and Game Currency are digital items, and your use of them is governed by this EULA and the App Store Agreement(s). VIRTUAL GOODS AND GAME CURRENCY HAVE NO MONETARY VALUE AND CANNOT BE REDEEMED FOR CASH. VIRTUAL GOODS AND GAME CURRENCY ARE NON-TRANSFERABLE AND NON-TRADABLE, IN WHOLE OR PART, AND ARE NOT PROVIDED FOR INVESTMENT PURPOSES. Virtual Goods and Game Currency are licensed, not sold.Provided you comply with the terms of this EULA and the App Store Agreement(s), we grant you the following license: a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to use any Virtual Goods or Game Currency you gain access to, whether purchased or otherwise obtained, solely in connection with your use of the Game in question and within the Game (unless we otherwise communicate to you that you may use them in multiple Games) and for no other purpose. Unless expressly permitted by us in a specific Game, you may not trade any such Virtual Good or Game Currency with others. We may cancel, revoke, or otherwise prevent the use of Virtual Goods or Game Currency if we suspect any unauthorized or fraudulent activity, and/or

to correct any erroneous application of any Virtual Goods or Game Currency to your Account.

c. Changes to Game Currency and Virtual Goods. Except as otherwise prohibited by applicable law, we, in our sole discretion, may modify, substitute, replace, suspend, cancel, or eliminate any Game Currency or Virtual Goods, including your ability to access or use Game Currency or Virtual Goods, without notice or liability to you, such as if we need to temporarily suspend the Game to make updates, have an emergency that requires us to disable our Services, or if we need to ultimately shut a Game down for economic or other reasons due to a limited number of users continuing to make use of the online Service over time. YOU AGREE THAT YOU WON'T ASSERT OR BRING ANY CLAIM AGAINST US, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS (THE "**COMPANY PARTIES**") RELATING TO (A) A CLAIM THAT YOU HAVE A PROPRIETARY INTEREST IN ANY GAME CURRENCY OR VIRTUAL GOODS; OR (B) A CLAIM FOR AN ALLEGED MONETARY VALUE OF GAME CURRENCY OR VIRTUAL GOODS LOST UPON (I) DELETION OR SUSPENSION OF YOUR ACCOUNT, (II) ADJUSTMENTS TO THE GAME THAT RESULT IN THE VALUE OF VIRTUAL GOODS OR GAME CURRENCY CHANGING, OR (III) MODIFICATION, TERMINATION, OR EXPIRATION OF THIS EULA.

REFUNDS

Subject to applicable law(including as described in each country-specific addendum below), or App Store policy, (i) all Games, Virtual Goods and Game Currency remain our property, have no monetary value and are not redeemable, refundable, or eligible for any other alternate remedy for any "real world" money or anything of monetary value, unless they are defective, unavailable, or do not perform in accordance with the specifications we provide; (ii) we may revoke your license to such Games, Virtual Goods and/or Game Currency at any time consistent with this EULA without notice or liability to you; and (iii) except where the law in your jurisdiction provides a right of withdrawal that cannot be waived by contract, by purchasing and using any Games, Virtual Goods and/or Game Currency, you hereby waive your right to withdraw from your agreement to purchase the applicable Game, Virtual and/or Game Currency, and you agree that you will therefore not be eligible to receive a refund (or any alternative remedy) in relation to such Game, Virtual Good and/or Game Currency. Additionally, you hereby agree that any withdrawal right expires immediately upon purchase and delivery of your Game, Virtual Good and/or Game Currency, unless the law in your jurisdiction provides otherwise. This section does not affect your statutory rights.

BETA TESTING

From time to time, we may offer a beta version of one of our Services (a "**BETA**"). As the name implies, Betas are not commercial launch versions, are not guaranteed to work properly, and may make other parts of your

system not work properly as well. For the license granted to you in Section 6 above to extend to the Beta (meaning, for you to have permission to use the Beta), you acknowledge and agree to the following terms in addition to the rest of this EULA:

a. We may automatically delete or modify the information stored on your computer related to the Beta for any reason at any time during the duration of the Beta test;
b. We may terminate the Beta test at any time, which would then render your Beta unplayable or unable to function properly. When we terminate a Beta, you must delete the local Beta instance on your computer and all documents and materials you received from us in connection with the Beta;
c. Use of a Beta is subject to confidential treatment of that Beta and all elements thereof. "Confidential Information" means any information disclosed by us to you, or accessed or provided by you, in relation to the Beta (including any feedback provided and the Game itself). You agree that you will:
    i. not use any Confidential Information other than as necessary to use the Beta in accordance with this EULA;
    ii. maintain Confidential Information in strict confidence and use the same degree of care to protect it as you use to protect your own confidential information, but in no circumstances less than reasonable care;
    iii. not disclose the Confidential Information to any person or entity other than as permitted by us; and
    iv. not make any public announcements related to Beta or the Service, including publishing or disclosing any information (e.g. screenshots and specifications) relating to the Beta, without our prior written approval, which we may grant or withhold in our sole discretion.
d. Termination of a Beta by us is not grounds for any kind of refund and your participation in a Beta does not entitle you to any compensation or any free Services, including any Content and Game Currency; and

If and when we release a full (non-Beta) version of the particular Game, we may allow your use of the Game to continue to the full version. If so allowed by us, your continued use of the Game will no longer be subject to this Section 11, but will still be subject to the rest of this EULA.

APP STORE; CONSOLE GAMES

If a Game is made available to you via an App Store, or if you play a Game on a console, then additional terms may apply.

Where a Game is made available to you via an App Store (whether on your mobile device or console), you acknowledge and agree to the terms in Schedule B-1 with respect to such Game.

Please note that additional terms will apply if you play the Game on a console:

- If you play a Game on a proprietary PlayStation system, including without limitation the PlayStation, PlayStation 2, PlayStation 3, PlayStation 4, PlayStation 5, PlayStation Portable (PSP), PlayStation Vita (PS Vita), and PlayStation Vita TV (PS Vita TV), and all iterations and server emulation of each (each, a "**SONY SYSTEM**"), then please also see schedule B-2 for further terms.
- If you play a Game on an Xbox Console, then please also see schedule B-3 for further terms.
- If you play a Game on a Nintendo Console, then please also see schedule B-4 for further terms.

FEEDBACK

We'd love to hear your feedback, good or bad. It helps us improve! But if you give us feedback, we need to be free to use it how we want and without paying you.

We welcome your feedback, comments, and suggestions for improvements to the Services ("**FEEDBACK**"). You can submit Feedback at https://forums.warframe.com/ or via the functionality of the Services (if available). If you provide us with any Feedback, you hereby grant us the following license: a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, distribute copies of, publicly perform, publicly display and otherwise exploit the Feedback for any purpose and in any country. This license does not lapse or expire even if we do not exercise our rights under this license within a period of one year. If you have rights in the Feedback that cannot be licensed to us under applicable law (such as moral and other personal rights), you hereby waive and agree not to assert those rights. You understand and agree that you are freely giving your Feedback, that we don't have to use it, and that you will not be compensated in any way for your Feedback. You represent and warrant that you have rights in any Feedback that you provide to us sufficient to grant us and other affected parties the rights described above, including, without limitation, intellectual property rights or rights of publicity or privacy.
In posting such Feedback, you warrant that your feedback is in compliance with thisEULA,and you will not use obscene or offensive language or submit any material that is, or may potentially be, defamatory, abusive or hateful, an invasion of anyone's privacy, harmful to other users, or in breach of any applicable law.

DMCA/COPYRIGHT POLICY

We respect copyright law and expect our users to do the same. It's our policy to terminate in appropriate circumstances Game Accounts of users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

THIRD-PARTY WEBSITES AND RESOURCES

Outside links are for your convenience, but we can’t guarantee them.

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products, or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

DATA CHARGES AND MOBILE DEVICES

This is a reminder that you’re responsible for any data-related charges that you may incur for using our Services.

You are responsible for all data-related charges that you may incur for using our Services, including, without limitation, mobile, text-messaging, and data charges. You should understand or ask your service provider what charges you may incur before using the Services.

SERVICE AND EULA MODIFICATIONS

When we update this EULA, you need to agree to the updated version to keep using our Services. We also need the freedom to update any part of the Services whenever we see fit, so we are letting you know we can do so at any time.

We may (but don’t have to) update this EULA at any time whenever we think there is a need. Subject to applicable law, if we do so, you will be prompted to agree to the updated EULA upon your next access to the Services or when the updated EULA is otherwise communicated to you. You must agree to these updates to continue using the Services.

We may provide patches, updates, or upgrades to the Services that must be installed in order for you to continue to use the Services. We may update the Services remotely without notifying you, and you hereby consent to us applying such patches, updates, and upgrades. If your device can prevent automatic updates, you may not be able to access the Services until you manually update the Services yourself on your device. We may modify, suspend, discontinue, substitute, replace, or limit your access to any aspect of the Services at any time. Subject to applicable law, you acknowledge that any character data, game progress, game customization or other data related to your use of any particular Game and other elements unique to the Services may cease to be available to you at any time without notice from us, including, without limitation, after a patch, update, or upgrade is applied by us. You agree that we do not have any maintenance or support obligations with respect to the Services.

Subject to applicable law, we may change the price of the Services, Games, Virtual Goods, Game Currency or Content, at any time, for any reason, without notice or liability to you.

WARRANTY DISCLAIMERS

We don't make any guarantees about the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY PARTIES EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. The Company Parties make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. The Company Parties make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Services.

LIMITATION OF LIABILITY

This section limits what you can recover from us in a dispute.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE COMPANY PARTIES WILL NOT BE LIABLE IN ANY WAY FOR ANY:

a. LOSS OF PROFITS,
b. LOST REVENUE,
c. LOST SAVINGS,
d. LOSS OF DATA, OR
e. ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES,

ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE SERVICES, OR THE DELAY OR INABILITY TO USE OR LACK OF FUNCTIONALITY OF THE SERVICES, EVEN IN THE EVENT OF ONE OF A COMPANY PARTY'S FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE AND EVEN IF THAT COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE COMPANY PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE SERVICES WILL NOT EXCEED: (A) THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) OR ARE PAYABLE BY YOU TO US FOR THE PARTICULAR GAME OR SERVICE IN QUESTION DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY; OR (B) IF (A) DOES NOT APPLY, FIFTY DOLLARS ($50 USD). THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE

ADEQUATE COMPENSATION AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.

Notwithstanding the foregoing, some countries, states, provinces, or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated above, so the above terms may not apply to you. Instead, in such jurisdictions, the foregoing exclusions and limitations will apply to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in this EULA will prejudice such rights that you may have as a consumer of the Services.

INDEMNITY

If someone sues us based on your breach of this EULA or your access oruse of the Services, you agree to defend us or pay for our defense in that lawsuit.

You agree to indemnify (in other words, compensate for all and any losses incurred), pay the defense costs of, and hold the Company Parties and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees, costs, and expert witnesses' fees) that arise out of or in any way are connected with: (a) your access to or use of the Services; or (b) any claim that, if true, would constitute a breach by you of this EULA. You agree to reimburse us for any payments made or loss suffered by us, whether in a court judgment or settlement, based on any matter covered by this Section 20.

TERMINATION

We reserve the right to terminate this EULA as we see fit in accordance with the applicable law. Reasons we may terminate this EULA include, but are not limited to: if we wind down our game offerings in your region, if you violate this EULA, or if the App Store terminates your App Store Account.

To the fullest extent consistent with applicable law, we may suspend, modify or terminate your access to and use of the Services, including any Game, Virtual Goods, and Content, with no liability or notice to you, in the event that (a) we cease providing the Game to similarly situated users generally; (b) you breach any terms of this EULA (including the App Store Agreement(s) and our other policies specified in this EULA); (c) the owner of the applicable App Store terminates your App Store Account; or (d) we otherwise deem it necessary to suspend or modify your access to and use of the Services or terminate this EULA in our sole discretion. You may also terminate this EULA by deleting and uninstalling the Game on all of your devices or by deleting your App Store Account. A suspension or modification of your access to and use of the Services will result in your inability to access and use some or all features of the Services, as determined by us in our sole discretion. Upon any

termination of this EULA, the rights granted to you will automatically terminate, you may no longer exercise any of those rights or this EULA. Subject to applicable law, we may, in our sole discretion, provide continued access to and use of the Services after such termination.

Where required by applicable law, termination of this EULA does not require a court decision to affect termination or a notice served by a court bailiff as a prerequisite to termination.

Except to the extent required by law, all payments and fees are non-refundable under all circumstances, regardless of whether or not this EULA has been terminated.

The following sections will survive termination of this EULA: 8 (first two sentences only), 13, 19, 20, 22 through 25, and this sentence of Section 21.

DISPUTE RESOLUTION AND GOVERNING LAW

You are agreeing to Laws of Singapore. If there is a dispute between us, we agree it'll be resolved through arbitration, with each of us paying our own costs.

a. Governing Law. You agree that any dispute, controversy, difference, or claim arising out of or relating to this EULA, a Game, or the Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this EULA, a Game, or the Services (collectively, "**DISPUTES**") will be resolved in accordance with the laws of Singapore without reference to choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any law or regulation which provides that the language of a contract will be construed against the drafter will not apply to this EULA.

b. Dispute Resolution. Any Dispute will be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") under the Arbitration Rules of the SIAC in force at the time of delivery of the arbitration notice, which rules are deemed to be incorporated by reference in this clause.

c. Arbitration Rules. The arbitration will be conducted in accordance with laws of Singapore with the seat of the arbitration in Singapore, and the language of the proceedings will be in English. The Tribunal will consist of three (3) arbitrators, with each party nominating one arbitrator within thirty (30) days after the delivery of the arbitration notice. The appointment of such arbitrators will be confirmed by the SIAC, and both arbitrators will be instructed to and will agree on the third arbitrator within ten (10) days of their confirmation by the SIAC. Should either party fail to appoint an arbitrator, or should the two arbitrators fail within ten (10) days to reach agreement on the third arbitrator,

such arbitrator(s) will be appointed by the Secretary General of the SIAC. The arbitrators will award only such damages as are permitted to be awarded pursuant to this EULA.

d. Costs. Each party will pay its own costs and expenses (including, without limitation, counsel fees) of any such arbitration; provided, however, that the parties will equally share the fees and expenses of the arbitrators.

e. Injunctive Relief. Notwithstanding anything to the contrary in this EULA, either party may always apply to a court of competent jurisdiction for an injunction or any other legal or equitable relief.

NO ASSIGNMENT

You cannot transfer or assign this EULA to anyone else.

You may not assign or transfer this EULA, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this EULA, without such consent, will be null and void. Notwithstanding the title of this Section, we may freely assign or transfer this EULA without restriction. Subject to the foregoing, this EULA will bind and inure to the benefit of the parties, their successors and permitted assigns.

MISCELLANEOUS

This EULA is our whole agreement (no outside promises). The official version is English. If parts of this EULA don't apply, the rest remains as much as possible. If we don't enforce part of this EULA, it doesn't mean we won't in the future or we won't enforce our other rights. Also, except for App Stores, no one other than you or us can enforce this EULA.

a. Entire Agreement. This EULA and any other document or information referred to in this EULA constitutes the entire and exclusive understanding between you and us regarding the Services and supersede any and all prior oral or written understandings or agreements between you and us regarding the Services.

b. Language. The original language of this EULA is in English; any translations are provided for reference purposes only. To the maximum extent permitted by applicable law, you waive any right you may have under the law of your country to have this EULA written or construed in any other language.

c. Severability. This EULA describes certain legal rights. You may have other rights under the laws of your jurisdiction. This EULA does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. As noted above, limitations and exclusions of warranties and remedies in this EULA may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this EULA are held by a court or tribunal of competent jurisdiction to be unenforceable, those provisions will be enforced only to the furthest extent possible

under applicable law, the remaining terms of this EULA will remain in full force and effect.

d. No Waiver. Your and our actions or inactions will not create any other rights under this EULA except as what is explicitly written within this EULA.Our failure to enforce any right or provision of this EULA will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by one of our duly authorized representatives. Except as expressly set forth in this EULA, the exercise by either party of any of its remedies under this EULA will be without prejudice to its other remedies under this EULA or otherwise.

e. Your Status.You are not, nor acting on behalf of anyone who is:

- **a.** subject to sanctions or export restrictions maintained by the United Nations, People's Republic of China, United States (e.g., the Specially Designated Nationals and Blocked Persons List ("SDN List") or the Entity List), the United Nations Security Council, the United Kingdom (including the Consolidated List of Financial Sanctions Targets), the European Union and any Member State thereof (including the Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions), or any other list of restricted persons maintained by any authority with jurisdiction over you (any person so listed being a "**RESTRICTED PERSON**");
- **b.** operating from or located or resident in a country or territory that is the target of comprehensive sanctions ("**EMBARGOED TERRITORIES**").

f. General Trade Compliance. In connection with your use of the Services, you will comply with all applicable export controls and economic sanctions laws and regulations of the United Nations, People's Republic of China, United States, European Union, United Kingdom, and other applicable government authorities (collectively, "**TRADE LAWS**"). You agree not to engage in any activities in connection with the use of the Services that would violate Trade Laws or that would risk placing us in breach of any Trade Laws. If wehave reasons to believe that you are a Restricted Person, are in or a resident of Embargoed Territories, or otherwise engaging in activities that violate Trade Laws or would risk placing us in breach of any Trade Laws, we may, at our sole discretion, take any and all relevant actions, such as requesting you to cease the conduct that violates Trade Laws, disabling or suspending Services, terminating Services with immediate effect, or other remedial actions.

g. Third-Party Rights. Except as described in Section 12, a person who is not a party to this EULA will have no right under to enforce any of its terms.

CONTACT INFORMATION

If you have any questions about this EULA or the Game, please contact us at our Support Address.

SCHEDULES OF REGIONAL ADDENDUMS & ADDITIONAL PLATFORM TERMS

SCHEDULE A-1: ADDENDUM FOR RESIDENTS OF EUROPEAN UNION, UK, AND BRAZIL

For the purposes of this Schedule A-1: The EULA is a legal agreement between you and Digital Extremes, Ltd., a company registered in Canada with registered office at 250 York Street, Suite 100, London, ON N6A 6K2if you are a resident of or located in the European Union, United Kingdom, or Brazil.

Virtual Goods and Game Currency: Notwithstanding Section 9(c) of this EULA, YOU AGREE THAT YOU WON'T ASSERT OR BRING ANY CLAIM AGAINST US, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS (THE "**COMPANY PARTIES**") RELATING TO (A) A CLAIM THAT YOU HAVE A PROPRIETARY INTEREST IN ANY GAME CURRENCY OR VIRTUAL GOODS; OR (B) A CLAIM FOR AN ALLEGED MONETARY VALUE OF GAME CURRENCY OR VIRTUAL GOODS LOST UPON (I) DELETION OR SUSPENSION OF YOUR ACCOUNT IN ACCORDANCE WITH THE TERMS OF THIS EULA, OR (II) MODIFICATION, TERMINATION OR EXPIRATION OF THIS EULA IN ACCORDANCE WITH THE TERMS OF THIS EULA.

Warranty Disclaimers. Section 18 of this EULA is replaced in its entirety with the following:

The Company Parties (being us, our affiliates, directors, officers, employees, agents, and licensors) make no warranty that the Services will at all times meet your requirements or be available on an uninterrupted, secure, or error-free basis.

Limitation of Liability: Section 19 of this EULA is replaced in its entirety with the following:

19. LIMITATION OF LIABILITY

a. NOTHING IN THIS EULA EXCLUDES OR LIMITS OUR LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR US TO EXCLUDE OR RESTRICT OUR LIABILITY.
b. WITHOUT AFFECTING SECTION 19(A), IF WE FAIL TO COMPLY WITH THIS EULA, WE ARE RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF OUR BREACH OF THIS EULA OR OUR NEGLIGENCE, BUT WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF IT WAS AN OBVIOUS CONSEQUENCE OF OUR BREACH OR IF IT WAS CONTEMPLATED BY YOU AND US AT THE TIME THAT THIS EULA BECAME BINDING ON YOU AND US.
c. WITHOUT AFFECTING SECTION 19(A) ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY

OF THE COMPANY PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE SERVICES WILL NOT EXCEED: (A) THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) OR ARE PAYABLE BY YOU TO US FOR THE PARTICULAR GAME OR SERVICE IN QUESTION; OR (B) IF (A) DOES NOT APPLY, FIFTY DOLLARS ($50 USD).

Notwithstanding the foregoing, some countries, states, provinces, or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated above, so the above terms may not apply to you. Instead, in such jurisdictions, the foregoing exclusions and limitations will apply to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in this EULA will prejudice such rights that you may have as a consumer of the Services.

Termination: Notwithstanding the provisions of Section 21 of this EULA, save as required by applicable law, we may, in our sole discretion, provide continued access to and use of the Services prior to such termination. We will have no liability to you if we terminate this EULA due to your breach of this EULA or due to circumstances beyond our reasonable control.

No Assignment: Notwithstanding the provisions of Section 23 of this EULA, we may freely assign or transfer this EULA without restriction, provided that: (a) we will give you notice of such assignment or transfer; and (b) if you do not consent to such assignment or transfer, this EULA will be terminated.

Language: Notwithstanding the provisions of Section 24(b) of this EULA, the original language of this EULA is in English; any translations are provided for reference purposes or to satisfy legal compliance obligations.

Moral Rights. Any reference to the waiver of moral rights under this EULA is not applicable to you.

Cancellation of Virtual Goods and Game Currency. Notwithstanding the provisions of Section 10 of this EULA, you have a legal right to cancel your purchase of Virtual Goods and/or Game Currency – please see Exhibit 1 to this Schedule for more information.

ADDITIONAL TERMS FOR RESIDENTS OF EU AND UK

WITH RESPECT TO RESIDENTS OF EU AND UK, THE FOLLOWING ADDITIONAL TERMS APPLY:

Dispute Resolution: Section 22 of this EULA is replaced in its entirety with the following:

22.Dispute Resolution and Governing Law – EU and UK: The following applies if you are accessing, using, or have purchased the Services in the European Union or UK:

a. This EULA is governed by English law. This means that your access to and use of the Services, your purchasingofVirtual Goods and Content, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.

b. You may bring any dispute which may arise under this EULA to – at your discretion - either the English courts, or to the competent court of your country of habitual residence if this country of habitual residence is an EU Member State, which courts are – with the exclusion of any other court - competent to settle any of such a dispute. We shall bring any dispute which may arise under this EULA to the competent court of your country of habitual residence if this is in an EU Member State or otherwise in the English courts.
c. As a consumer, if you are resident in the European Union and we direct the Services to the Member State in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this EULA, including Section 22, affects your rights as a consumer to rely on such mandatory provisions of local law.
d. If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: http://ec.europa.eu/consumers/odr/. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged and not willing to participate in online dispute resolution.

Retail Purchases Notwithstanding the provisions of Section 6(d) of this EULA, all terms regarding foreign exchange control regulations will not apply.

Cancellation of Virtual Goods and Game Currency. Where you have purchased such Virtual Goods and/or Game Currency other than directly from us, the details of your right to cancel will be set out in the applicable third-party terms. However, where you purchase such Virtual Goods and/or Game Currency directly from us the following will apply:

i. prior to entering into this EULA or other agreement with us for the provision by us to you of such Virtual Goods and/or Game Currency, we will ask you to confirm that: (A) you wish to be provided with such Virtual Goods and/or Game Currency immediately on purchase; and (B) by providing such confirmation you waive your right to cancel under applicable law; and
ii. accordingly, by providing such confirmation you will waive your right to cancel your purchase of such Virtual Goods and/or Game Currency under applicable law.

EULA Modifications Notwithstanding the provisions of Section 17 of this EULA, if we need to update this EULA, we will provide you with 30 days' prior written notice of the changes and, following the expiry of such notice period, you will be prompted to agree to the updated EULA upon your next access to the Services or when the updated EULA is otherwise communicated to you. You must agree to these updates to continue using the Services. Except as required to allow you to continue to use any Virtual Content and/or Game Currency that you have purchased from us, you agree that we do not have any maintenance or support obligations with respect to the Services.

Indemnity. Section 20 of this EULA is removed in its entirety and replaced with the following:

20. INTENTIONALLY OMITTED.

ADDITIONAL TERMS FOR RESIDENTS OF FRANCE

WITH RESPECT TO RESIDENTS OF FRANCE, THE FOLLOWING ADDITIONAL TERMS APPLY:

Mediation: You have the right to turn to a mediator to solve a dispute under the Agreement. Pursuant to article L 616-1 of the French consumer Code, we inform you that the mediator(s) we have chosen is:
Le service du Médiateur du e-commerce de la FEVAD
60 rue la Boétie
75008 PARIS
mediateurduecommerce@fevad.com
https://www.mediateurfevad.fr/

Eligibility and Registration. You are responsible for all activities that occur under your Game Account, whether or not you know about them, unless you manage to prove that such use is fraudulent. If you believe that your Game Account is no longer secure, then you must immediately notify us at our Support Address.

Licenses. The licenses defined in Sections 6(b), and 13 of this EULA are granted worldwide and for the duration of protection of intellectual property rights. The licenses defined in Sections 6(a) and 9(b) of this EULA are granted worldwide and for the duration of this EULA between you and us.

LEGAL WARRANTY: Legal conformity warranty: In accordance with article L224-25-12 and seq. of the French Consumer code, we shall provide digital content or a digital service in compliance with the contract and the criteria set out in Article L. 224-25-14.Where the contract provides for a one-off supply of the digital content or service, or a series of separate supply operations, we are liable for any lack of conformity existing at the time of supply and which appears within two years of the supply. Where the contract provides for the digital content or digital service to be supplied on a continuous basis, we shall be liable for lack of conformity which becomes apparent during the period in which the digital content or digital service is supplied under the contract. The applicable period does not deprive the consumer of his right to updates in accordance with the provisions of Article L. 224-25-25.

The starting point of the limitation period for the consumer's action is the day on which the consumer becomes aware of the lack of conformity. In the event of lack of conformity, the consumer is entitled to have the digital content or service brought into conformity or, failing that, to have the price reduced or the contract rescinded under the conditions provided by the French consumer code. The consumer also has the right to suspend payment of all or part of the price or delivery of the benefit provided for in the contract until the business has fulfilled its obligations in accordance with Articles 1219 and 1220 of the Civil Code.

We will reimburse the sums or other benefit received under the contract to the consumer without undue delay and at the latest within fourteen days from the day on which we are informed by the consumer of his decision to exercise his right to reduce the price or rescind the contract.

The trader shall reimburse these sums using the same means of payment as the one used by the consumer when the contract was concluded, unless the consumer expressly agrees otherwise and in any event without any additional cost.

ADDITIONAL TERMS FOR RESIDENTS OF GERMANY

WITH RESPECT TO RESIDENTS OF GERMANY, THE FOLLOWING ADDITIONAL TERMS APPLY:

Limitation of Liability. Section 19(a) is replaced with the following: Nothing in this EULA excludes or limits our liability for: (a) in case of intent (‘Vorsatz’) and gross negligence (‘grobeFahrlässigkeit’); (b) in case of injuries to life, physical integrity/body or health; (c) pursuant to the terms of the German Product Liability Act (‘Produkthaftungsgesetz’); and/or (d) under a guarantee we give.

We shall be liable for losses caused by breach of our Cardinal Duties. “Cardinal Duties” are such basic duties which form the essence of EULA, which were decisive for the conclusion of this EULA and on the performance of which you may rely. If we breach a Cardinal Duty through slight negligence (‘leichteFahrlässigkeit’), then our ensuing liability shall be limited according to Section 19(c).

ADDITIONAL TERMS FOR RESIDENTS OF ITALY

WITH RESPECT TO RESIDENTS OF ITALY, THE FOLLOWING ADDITIONAL TERMS APPLY:

Nothing in this EULA excludes or limits our liability: (a) in case of willful misconduct (‘dolo’) and gross negligence (‘colpa grave’); (b) in case of injuries to life, physical integrity/body or health; (c) pursuant to the terms of the Italian Consumer Code with reference to product liability.

ADDITIONAL TERMS FOR RESIDENTS OF POLAND

WITH RESPECT TO RESIDENTS OF POLAND, THE FOLLOWING ADDITIONAL TERMS APPLY:

Nothing in this EULA excludes or limits our liability for: (a) wilful misconduct (‘winaumyślna’); (b) in case of injuries to life, physical integrity/body or health; (c) under statutory warranty (for consumers only) or (d) unsafe product.

ADDITIONAL TERMS FOR RESIDENTS OF BRAZIL:

WITH RESPECT TO RESIDENTS OF BRAZIL, THE FOLLOWING ADDITIONAL TERMS APPLY:

EULA Modifications.Notwithstanding any contrary provision in the EULA, modifications, amendments, supplements or terms to our fees, billing methods and terms applicable to App Currency, Virtual Goods or any purchases shall be effective 30 days after you receive notice of the changes from us in any form.
Dispute Resolution – Brazil. Notwithstanding any contrary provision in the EULA, if you are accessing, using, or have purchased the Services in Brazil, you agree that any action related to this EULA will be resolved in accordance with the Brazilian laws, and that any dispute arising out of or in relation to this EULA shall be brought exclusively in the Brazilian courts, provided that you may choose to litigate in the court of your domicile.

EXHIBIT 1 TO SCHEDULE A-1: ADDENDUM FOR CANCELLATION (EUROPEAN UNION, UK, AND BRAZIL)

RIGHT OF CANCELLATION:

You have a legal right to cancel your purchase of Virtual Goods and/or Game Currency within 14 days without giving any reason.

The cancellation period shall be 14 days from the date on which you or a third party designated by you have taken possession of the Virtual Goods and/or Game Currency.

In order to exercise your right of cancellation, you must inform us of your name, postal address and, where available, your telephone number, fax number and e-mail address via the Support Address, and clearly state your decision to cancel your purchase of Virtual Goods and/or Game Currency from this EULA. You may use the Model Withdrawal Form, below, which is not mandatory. Alternatively, you can withdraw using any other clear statement setting out your decision to cancel the contract.

Your purchase of Virtual Goods and/or Game Currency will be deemed cancelled within the cancellation period if you sent the notification before the cancellation period expires.

CONSEQUENCES OF THE CANCELLATION:

If you cancel your purchase of Virtual Goods and/or Game Currency, then we shall promptly remove the Virtual Goods or Game Currency associated with your purchase from your account, and we shall reimburse you immediately and no later than 14 days from the date on which we received notice of your cancellation for all payments we have received from you. Such refund will be made using the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you, and in no event will you be charged for such refund.

MODEL WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from the contract)

I hereby give notice that I cancel my purchase of Virtual Goods and/or Game Currency (choose as applicable; please further describe so it is possible to identify to which Virtual Goods and/or Game Currency the cancellation refers).

- ordered on (please add date)/received on (please add date);
- your name;
- your address;
- your signature (only if this form is notified on paper); and
- date.

SCHEDULE A-2: ADDENDUM FOR RESIDENTS OF THE UNITED STATES

DISPUTE RESOLUTION: Section 22 of this EULA is replaced with its entirety with the following:
This section only applies if you are accessing, using, or have purchased the Services in the United States.

You are agreeing to the laws of California. Any court cases will be handled in the Northern District of California.

e. Governing Law and Forum Choice. This EULA and any action related thereto, including but not limited to any dispute, controversy, difference, or claim arising out of or relating to this EULA, a Game, or the Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this EULA, a Game, or the Services (collectively, "**DISPUTES**") will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in this Section 22, the exclusive jurisdiction for all Disputes (defined below) that you and we are not required to arbitrate will be the state and federal courts located in the Northern District of California, and you and we each waive any objection to jurisdiction and venue in such courts.

US residents—if there is a dispute between us, we agree we'll resolve it through arbitration (in your home area) instead of through the courts. You are also agreeing not to participate in a class-action lawsuit against us. (This section is long, so we're providing mini-explanations for each part.)

f. Mandatory Arbitration of Disputes. We each agree that any Dispute will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this EULA, and that you and we are each waiving the

right to a trial by jury or to participate in a class action. This arbitration provision survives termination of this EULA.

g. Location of Arbitration. If you are a resident of the United States, any arbitration will take place in your county of residence, to the exclusion of all other venues.

Disputes that qualify for small claims court or relate to the infringement of our intellectual property do not have to be arbitrated.

h. Exceptions. As limited exceptions to Section 22(b) above: (i) we may both seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

The American Arbitration Association's Consumer Arbitration Rules will apply. Arbitration will be near where you live unless we agree otherwise.

i. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (the "**AAA RULES**") then in effect, except as modified by this EULA. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement.

Unless your claim is frivolous or for more than $10,000, we'll pay the filing, administration, and arbitrator fees. We won't seek attorney fees from you, but if you win you can seek them from us to the extent allowed by law.

j. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We'll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than $10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

Except for Section 22(d), the arbitration may only award injunctive

relief for the party seeking injunctive relief, and to the extent necessary to provide that relief. Any public injunctive relief sought must be litigated in a civil court.

k. Injunctive and Declaratory Relief. Except as provided in Section 22(d) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. You and we agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

You agree not to participate in a class action and only bring claims as an individual. Your dispute can't be combined with other people's claims.

l. Class Action Waiver. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution (Section 22) shall be null and void.

If a court decides a part of this section is unenforceable, the rest still applies.

Severability. With the exception of any of the provisions in Section 22(h) above, if an arbitrator or court of competent jurisdiction decides that any part of this EULA is invalid or unenforceable, the other parts of this EULA will still apply.

SCHEDULE A-3: ADDENDUM FOR RESIDENTS OF SOUTH KOREA

For the purposes of this Schedule A-3: The EULA is a legal agreement between you and Digital Extremes, Ltd., a company registered in Singapore with registered office at 10 Anson Road #21-07, International Plaza, Singapore 079903, company registration number 201632879Rif you are a resident of or located in South Korea.

AMENDMENT REGARDING RESPONSIBILITY OF A LEGAL REPRESENTATIVE OF A MINOR: Notwistanding Section 5(a) of this EULA, the legal representative of a minor hereby acknowledges and agrees that he/she is responsible for the Game Account created by the minor or the details of use of the Game Account by a user with respect to whom the legal representative gave consent when such user uses the Service.

AMENDMENTS AND CHANGES OF FEES, BILLING METHODS AND TERMS APPLICABLE TO GAME CURRENCY, VIRTUAL GOODS OR TO ANY PURCHASES: Notwithstanding Section 9(a) of this EULA, we may modify, amend or supplement our fees, billing methods and terms applicable to Game Currency, Virtual Goods, or any purchases, and give a public notice of those changes to users by posting them within the Game Service or on the connection screen. When we notify you or publicly post those changes, we will also notify you or otherwise disclose that if a user does not express his/her consent or refusal, he/she will be deemed to have consented to those changes, and in case you fail to expresses your refusal by the date on which such changes take effect, we will consider you having consented to such changes. If any change is unacceptable to you, you may refuse such change and terminate the use of your Game Account.

CHANGES TO GAME CURRENCY AND VIRTUAL GOODS: The terms stipulating the changes made without notice to users and the users' waiver of any and all legal claims under Section 9(c) of this EULA will not apply to you. Unless otherwise prohibited under applicable laws, we may modify, substitute, replace, suspend, cancel, or eliminate any Game Currency or Virtual Goods, including your ability to access or use Game Currency or Virtual Goods, in which case we will notify you of such changes within the Service in advance. Notwithstanding the foregoing, if it is unavoidably necessary to make any changes, such as correction of bugs/errors and urgent updates, or if the changes are not material, we may give a public notice of those changes afterward.

LIMITATION OF LIABILITY: Section 19 of this EULA is amended as follows: Each of the Company and the user (the "Indemnifying Party") shall indemnify the other party from all losses that arise out of any breach by the Indemnifying Party of this EULA; provided, however, that the foregoing shall not apply if such breach is not attributable to the Indemnifying Party's intentional or negligent behavior.

Notwithstanding the foregoing, we shall not be held liable in any of the following cases:

a. We shall not be liable for providing the Service, in case where the Service cannot be provided due to natural disaster or any equivalent force majeure event.
b. We shall not be liable for any losses that arise out of the maintenance, replacement, regular inspection, or construction of facilities for the

Service or any other reasons equivalent thereto, unless such losses are attributable to our intentional or negligent behavior.

c. We shall not be liable for any disruption in using the Service which is attributable to the user's intentional or negligent behavior, unless the user has unavoidable or justifiable reasons.
d. We shall not be liable for the reliability or accuracy of information or materials uploaded or posted by users in connection with the Service, unless we act intentionally or grossly negligently.
e. We do not have any obligation to intervene in any transaction or dispute which takes place between you and another user or a third party in connection with the Service, and shall not be liable for any losses arising therefrom.
f. We shall not be liable for any losses incurred by users which arise in connection with use of any free Service, unless such losses are attributable to our intentional or grossly negligent behavior.
g. We shall not be liable for your failure to obtain expected profits or your loss of profits by using the Service.
h. We shall not be liable for your losses of experience points, level, items, or Game Currency within the Game, unless such losses are attributable to our intentional or negligent behavior.
i. We shall not be lible for your payments by a third party which arise due to your failure to manage the password of your mobile device or the password provided by your online marketplace operators, unless any losses are attributable to our intentional or negligent behavior.
j. We shall not be liable for your inability to use whole or part of the Services due to any change of your mobile device or its number or OS version, overseas roaming, change of mobile carrier, etc., unless such inability is attributable to our intentional or negligent behavior.
k. We shall not be liable for your deletion of any Content or Account information we have provided, unless such deletion is attributable to our intentional or negligent behavior.
l. We shall not be liable for any losses incurred by a guest member which arise out of his/her use of the Service, unless such losses are attributable to our intentional or negligent behavior.

TERMINATION: Section 21 of this EULA is amended as follows:

We may suspend whole or part of Services in the event that (a) it is necessary for operation of the system, including regular inspection on the system, increase or replacement of servers, network unstability, etc.; (b) it is impossible to normally provide the Services due to power failure, breakdown of a Service facility, traffic overload, repair or inspection of facilities by telecommunications service provider, etc.; or (c) war, incident, natural disaster or national emergency equivalent thereto or any other event beyond our control occurs. In such case, we will provide the prior notification of the reasons for and duration of such suspension on the beginning screen of the Game or the notice section of the Services; provided, however, that if we

cannot provide the prior notification for a justifiable reason, we may notify you afterward.

As an elaboration of what is permitted by law as mentioned in Section 10 of this EULA, users who are residents of Korea have the following legal rights when purchasing Virtual Goods or Game Currency:

Unless otherwise provided in this EULA or other terms and conditions of transaction, end-users may cancel their purchase within 7 days from the date on which the end-user is notified of the purchase of virtual items/currency. However, the purchase cannot be canceled if the user has used or partially consumed virtual goods or game currency, or in other cases stipulated by applicable laws of Korea. However, notwithstanding the above, if the contents of the virtual goods or game currency are different from the display/advertisement contents provided by us, or if the contents are performed differently from the contract contents, the user may cancel within three months from the date of receiving the virtual good or game currency, or within 30 days from the date he/she knew or could have known such fact.

When a refund is received for purchase cancellation, refunds will be processed by the App Store operator where you made relevant purchase according to their refund operation policy and procedure.

If a user who is a minor under the laws of Korea concludes a purchase contract for virtual goods or game currency, the Company informs the minor that his/her guardian or the minor himself/herself may cancel the contract, if his/her guardian does not agree in regard to the contract. We may request the submission of documents proving that you are a minor or a legal representative. However, if a minor purchases virtual goods or game currency with the property permitted for disposition by their legal representative, if a minor has deceived us into believing that he is an adult, or if the minor has the consent of his legal representative, the contract cannot be cancelled.

Effect of withdrawal of subscription: If you cancel your purchase, we will retrieve or delete the canceled Virtual Goods or Game Currency. Please note that we may only retrieve or cancel such Virtual Goods or Game Currency after platform operator has notified us about the refund.

SCHEDULE A-4: ADDENDUM FOR RESIDENTS OF JAPAN

AGE: The age of majority as referred to in Section 5(a) in this EULA means, prior to April 1, 2022, those who are 20 years of age or more, and, on and after said date, those who are 18 years of age or more**.** If you are a minor, you must have your parent or other legal guardian read and accept this EULA before creating a Game Account.

MORAL RIGHTS: Any reference to the waiver of moral rights under this EULA is not applicable to you. You agree not to exercise any of your moral

rights to the User Content, including the right to be indicated as the author of the User Content, against us or any third party designated by us.
EULA MODIFICATIONS: Notwithstanding the provisions of Section 17 of this EULA, we may modify this EULA in accordance with the applicable law. In the case of any modification to this EULA, the effective date of the modification and the contents of this EULA after the modification will be posted on our website or otherwise notified to you by a method separately determined by us. If you use the Services after the effective date of the modification of this EULA, you shall be deemed to have agreed to the revised EULA.
LIMITATION OF LIABILITY: Any reference to the limitation on our liability to you under this EULA (including Section 19) does not apply to damage incurred by you as a result of our intentional acts or gross negligence.

SCHEDULE A-6: ADDENDUM FOR RESIDENTS OF MOROCCO

In this EULA, “we” refer to a company registered in Canada with registered office at 250 York Street, Suite 100, London, ON N6A 6K2.

AMENDMENTS AND CHANGES OF FEES, BILLING METHODS AND TERMS APPLICABLE TO GAME CURRENCY, VIRTUAL GOODS OR TO ANY PURCHASES: Notwithstanding provisions of section 9, changes to our fees, billing methods and terms applicable to Game Currency, Virtual Goods or to any purchases, shall be effective immediately upon notification duly received by you, and shall be incorporated by reference into this EULA. If any change is unacceptable to you, you may decline these changes and terminate the use of your Game Account at any time.
CHANGES TO GAME CURRENCY AND VIRTUAL GOODS. Waiver of notice provided for under section 9(c) does not apply to you. Except as otherwise prohibited by applicable law, and subject to reasonable notice, we, in our sole discretion, may modify, substitute, replace, suspend, cancel, or eliminate any Game Currency or Virtual Goods, including your ability to access or use Game Currency or Virtual Goods.
RIGHT OF LEGAL RECOURSE: Any reference to a waiver of any legal recourse relating to purchased Game Currency, Virtual Goods, or to any purchase under sections 1 and 9(c) is not applicable to you.
MORAL RIGHTS: Any reference to the waiver of moral rights under this EULA is not applicable to you. You do, however, allow us to use any User Content anonymously without indicating your name, if applicable, and to edit, amend, cut, annotate, illustrate, provide any other comments to User Content as we deem reasonable and appropriate.
REFUNDS: Notwithstanding provisions of section 10 of this EULA, we may not revoke your license to purchased Virtual Goods, and/or Game Currency, and/or any other purchase without reasonable notice nor your serious misconduct. You may also exercise your right of withdrawal within seven (7) days of your acceptance of the license or, where applicable, of each purchase.

Also, in the event that we are unable to honor any of your purchases within seven (7) days, your withdrawal right period is extended to eight (8) more days following the expiry of your initial seven (7) withdrawal period as provided under Moroccan law 31-08 on consumer protection.

SERVICE AND EULA MODIFICATION: Notwithstanding provisions of section 17 of the EULA, you will be prompted to accept or decline any Service and EULA Modification. If any change is unacceptable to you, you may decline these changes and terminate the use of your Game Account at any time.
WARRANTY DISCLAIMERS: Provisions of section 18 apply to purchased Virtual Goods and/or purchased Game Currency, provided that such purchases fulfill and comply with their announced characteristics and description thereof at the time of purchase.
INDEMNITY: Your obligation to indemnify us is limited to actual damage suffered by us directly caused by your act, fault, or gross negligence.
DISPUTE RESOLUTION AND GOVERNING LAW: Any dispute, controversy, difference, or claim arising out of or relating to this EULA, a Game, or the Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this EULA, a Game, or the Services (collectively, "**DISPUTES**") will be resolved in accordance with the laws of Morocco.
In the event of a Dispute, the competent court shall be the court having jurisdiction over your place of residence.

LANGUAGE: This EULA is provided to you with an Arabic translation.

SCHEDULE A-7: ADDENDUM FOR RESIDENTS OF TUNISIA

MORAL RIGHTS: Any reference to the waiver of moral rights under this EULA is not applicable to you. You do, however, allow us to use any User Content anonymously without indicating your name, if applicable, and to edit, amend, cut, annotate, illustrate, provide any other comments to User Content as we deem reasonable and appropriate.
REFUNDS: Notwithstanding provisions of section 10 of this EULA, we may not revoke your license to purchased Virtual Goods, and/or Game Currency, and/or any other purchase without reasonable notice nor your serious misconduct. You may also exercise your right of withdrawal within ten (10) days of your acceptance of the license or, where applicable, of each purchase.
WARRANTY DISCLAIMERS: Provisions of section 18 apply to purchased Virtual Goods and/or purchased Game Currency, provided that such purchases fulfill and comply with their announced characteristics and description thereof at the time of purchase.

SCHEDULE A-8: ADDENDUM FOR RESIDENTS OF AUSTRALIA

For the purposes of this Schedule A-8: The term "**SERVICES**" means collectively, and sometimes individually, the following: (a) each of our

Games, and (b) any websites, software or other services we provide with or in support of the Game, whether or not they are installed or used on a computer, console, or a mobile device (i.e. it is as otherwise defined in the EULA). If we use the term "**SERVICES**" without capitalization, it means any benefits, privileges, or facilities we provide to you under this EULA. The term "**AUSTRALIAN CONSUMER LAW"** refers to Schedule 2 of the *Competition and Consumer Act* (2010).

MORAL RIGHTS: Any reference to the waiver of moral rights under this EULA is not applicable to you. You do, however, allow us to use any User Content anonymously without indicating your name, if applicable, and to edit, amend, cut, annotate, illustrate, provide any other comments to User Content as we deem reasonable and appropriate.

LICENSE – RETAIL PURCHASE: Notwithstanding provisions of section 6 of this EULA, our codes or keys come with guarantees that cannot be excluded under the Australian Consumer Law. Pursuant to the Australian Consumer Law, if we are deemed the manufacturer of the code or key you can elect to seek a remedy from us rather than a third party who you purchased your code or key from. Other than any obligations we have under the Australian Consumer Law, we will have no responsibility for these codes or keys purchased from any third party or if any purchase occurred in breach with any applicable foreign exchange control regulations.

CHANGES TO GAME CURRENCY AND VIRTUAL GOODS: Notwithstanding provisions of section 9 of this EULA, our Services and Games come with guarantees under the Australian Consumer Law, which are not excluded.

REFUNDS: Notwithstanding provisions of section 10 of this EULA, the provision of refunds is subject to applicable law, including, but not limited to, the extent required under the Australian Consumer Law. All Games, Virtual Goods and Game Currency are not redeemable, refundable, or eligible for any other alternate remedy for any “real world” money or anything of monetary value, unless we have obligations to provide you with a remedy under the Australian Consumer Law, or otherwise if they are defective, unavailable, or do not perform in accordance with the specifications we provide.

BETA TESTING: Notwithstanding provisions of section 11 of this EULA, unless you are otherwise entitled to a remedy pursuant to the Australian Consumer Law, termination of a Beta by us and your participation in a Beta does not entitle you to any compensation or any free Services, including any Content and Game Currency.

ACCESSING A GAME FROM AN APP STORE. Notwithstanding provisions of section 12 of this EULA, where a Game is made available to you via an App Store, the provisions of this EULA are subject to any obligations we may have under the Australian Consumer Law which cannot be excluded.

WARRANTY DISCLAIMERS: Notwithstanding provisions of section 18 of this EULA, for the Services you acquired directly from us, our Services come with guarantees that cannot be excluded under the Australian Consumer Law. In addition, even if you acquired our Services from a third party, you may be

entitled to a remedy from us if we are the manufacturer of the Services, as provided for under the Australian Consumer Law. Third-party branded products purchased from us may also come with guarantees that cannot be excluded under the Australian Consumer Law.
The Warranty Disclaimers in Section 18 of the EULA only apply to the extent permitted by law, including to the extent permitted under the Australian Consumer Law.

LIMITATION OF LIABILITY: Notwithstanding provisions of section 19 of this EULA, any limitation of liability is only expressed to the extent permitted under applicable law, including the Australian Consumer Law, which provides guarantees and remedies which cannot be excluded. The remedy you are entitled to under the Australian Consumer Law from us in the event of a failure to comply with the consumer guarantees will depend on whether we are the supplier and/or the manufacturer of the Services you acquire, and whether the failure is a major or minor failure.
For example, if we are the supplier of the Services to you, for major failures with a service, you are entitled to cancel your service contract with us, and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

TERMINATION: Notwithstanding provisions of section 21 of this EULA, in certain circumstances, you may be entitled to a remedy under to the Australian Consumer Law.
DISPUTE RESOLUTION AND GOVERNING LAW. Notwithstanding provisions of section 22 of this EULA, the governing law is set only to the extent permitted by law, and does not prevent action in a Court where a statutory right which cannot be excluded arises.

SCHEDULE A-9: ADDENDUM FOR RESIDENTS IN MEXICO

We are a company registered in Canada with address at 250 York Street, Suite 100, London, ON N6A 6K2. This addendum will only apply if you reside in Mexico and the laws of Mexico are applicable to you.

LIMITATIONS: To the extent that the EULA would conflict with the Federal Consumer Protection Law, we agree to abide by the provisions of such law and not the provisions of the EULA, while the remaining provisions of the EULA shall apply *mutatis mutandi.* We may modify or terminate our obligations to the extent permitted by the Federal Consumer Protection Law; particularly for the situations out of our control as set forth in Section 9(c). We can also suspend or terminate our Service to you if we reasonably decide

that you have breached the EULA or this addendum or if we determine that you are behaving improperly towards other users or our employees, agents, or contractors, or as may be required under the applicable law, or for technical reasons such as maintenance, updates and other technical or financial reasons in accordance with the nature of the Game.

REFUND: The provisions of the EULA regarding refunds in section 10 of the EULA will not apply to the extent that they conflict with our obligations under the Federal Consumer Protection Law of Mexico. All remaining provisions of the EULA will remain in force *mutatis mutandi*.

LICENSE AND USE OF THE SERVICES: To the extent permitted by the laws of Mexico, a license granted under section 6 with respect to the User Content also includes a license to use your personal image to the extent it is visible on the User Content. Should you wish to exercise your rights under article 87 of the Federal Copyright Law to revoke authorization to use your image, you may do so by sending an email to the Support Address detailing the content in which your image is shown. You hereby acknowledge that you authorize a grace period of thirty natural days upon receipt of your request to delete the content or edit it as to remove your personal image from it.

In case you wish to exercise the Moral Rights over the User Contents prescribed by article 21 of the Federal Copyright Law, you agree to send an email to the Support Email, detailing the right you wish to exercise, and the User Content involved. You further agree to cover any and all expenses, damages and lost profits that may be generated by the compliance with such request both to us and to third parties in advance. You further provide us with a term no less than six calendar months to comply with your request, upon your payment of the respective expenses, damages, and lost profits.

MINIMUM REQUIREMENTS. You acknowledge and agree that we assume no liability in the event that your device is incompatible with the minimum requirements, or if its configuration does not allow you to play the Game with the desired quality. We assume no responsibility for any modifications that you may make to your device, its configuration, or any third-party software you install on it.

SEIZURE WARNING. The provisions of 6(f) apply *mutatis mutandi* to any other physical, neurological, psychological, emotional, or psychiatric issue, condition, or problem you may have, and which may be affected or altered by the use of a Game. It is your responsibility to contact your healthcare provider to determine if any actual or potential problem in your physical, mental, or emotional health could be affected by the use of a Game.

PLAYER CONDUCT: You further agree for the purposes of section number 7 of the EULA that when reporting abuse, we are not required to take action and that we may differ from you on the appreciation of the relevant facts. You agree that when reporting abuse, you will do so truthfully, and that falsely reporting abuse might be a cause for us to deny your access to the Services.

DISPUTE RESOLUTION AND GOVERNING LAW. To the extent that section 22 of the EULA is found to be incompatible with article 92 of the Federal Consumer Protection Law by the Federal Consumer Protection Agency or local or federal judge in Mexico, the parties agree to be bound by the Federal Courts of Mexico City and, to the extent permitted by the Federal Consumer Protection Law, that the provisions of the Commerce Code will be applicable for interpreting the EULA and this addendum, followed by those of the Federal Civil Code, if necessary.

SCHEDULE A-10: ADDENDUM FOR RESIDENTS IN CANADA

If you are a consumer who is a resident of Canada, the following provisions apply.

OWNERSHIP OF THE SERVICES. If you Cheat, you agree that we may exercise any or all of our rights under this EULA, including termination of this EULA and your access to our Services.

PURCHASING OR OBTAINING VIRTUAL GOODS AND GAME CURRENCY. Waiver of notice provided for under section 9(a) does not apply to you, to the extent prohibited by applicable law. Modifications, amendments, supplements, or terms are effective subject to notice as provided by applicable law and are hereby incorporated by reference into this EULA. If any change is unacceptable to you, you may terminate the use of your Game Account at any time.

CHANGES TO GAME CURRENCY AND VIRTUAL GOODS. Waiver of notice provided for under section 9(c) does not apply to you, to the extent prohibited by applicable law. Subject to notice to the extent provided by applicable law, we, in our sole discretion, may modify, substitute, replace, suspend, cancel, or eliminate any Game Currency or Virtual Goods, including your ability to access or use Game Currency or Virtual Goods.

SERVICE AND EULA MODIFICATIONS. Waiver of notice provided for under section 17 does not apply to you, to the extent prohibited by applicable law.

WARRANTY DISCLAIMERS. Waiver of legal warranties do not apply to you, to the extent prohibited by applicable law.

LIMITATION OF LIABILITY. The limitation or exclusion of our lability for the consequences of our own acts will not apply to you, to the extent prohibited applicable law.

TERMINATION. Payments and fees may be refundable solely to the extent provided by applicable law.

GOVERNING LAW: Notwithstanding Section 22(a), any Dispute will be resolved in accordance with the laws of the province or territory in which you reside and the federal laws of Canada applicable therein, without reference to any choice of law rules, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

DISPUTE RESOLUTION. Notwithstanding Section 22, either you or we may elect to have the Dispute finally and exclusively resolved by binding arbitration, in your province or territory of residence, in accordance with the

applicable arbitration legislation. This section is set only to the extent permitted by law, and does not prevent action in courts of competent jurisdiction of the province or territory of your principal residence where such a right cannot be excluded under applicable law.
LANGUAGE. Section 24(b) does not apply to you, to the extent prohibited by applicable law.

SCHEDULE B-1: APP STORE TERMS

If you download a Game from the App Store, then notwithstanding anything in this EULA to the contrary, you acknowledge and agree that:

- We, and not the App Store, are solely responsible for the Game.
- The App Store has no obligation to provide any Game maintenance or support.
- If the Game cannot meet its warranties (if any), you may notify the App Store and the App Store will refund you the purchase price of the Game (if applicable) and, to the maximum extent permitted by applicable law, the App Store will have no other warranty obligation whatsoever with respect to the Game. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
- The App Store is not responsible for addressing any claims you have or any claims of any third party relating to the Game or your possession and use of the Game, including, without limitation: (i) product liability claims; (ii) any claim that the Game fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the Game or your possession and use of the Game infringes that third party’s intellectual property rights, we will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this EULA.
- The App Store, and its subsidiaries, are third-party beneficiaries of this EULA and upon your acceptance of this EULA, the App Store will have the right to enforce this EULA against you as a third-party beneficiary thereof.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You must also comply with all applicable third-party terms of service or similar agreement when using the Game.

SCHEDULE B-2: SONY TERMS

If you play a Game on a Sony System and are a SIEA (as defined below) user or a SIEE (as defined below) user, then notwithstanding anything in this EULA

to the contrary, the following terms apply with respect to your playing of the Game on the Sony System:

m. We, not any SIE Company (as defined below), are solely responsible for the Game.
n. Each SIE Company is a third-party beneficiary of this EULA. This EULA is an agreement between us and you only, not between any SIE Company and you. "**SIE COMPANY**" means each of Sony Interactive Entertainment, Inc. ("**SIE INC.**"), Sony Interactive Entertainment America LLC ("**SIEA**"), and Sony Interactive Entertainment Europe Ltd. ("**SIEE**") (SIE Inc., SIEA and SIEE are collectively referred to as the "**SIE COMPANIES**").
o. Subject to compliance with the terms of this EULA, you may only play the Game on a Sony System that you own or control, or on other such system to which the Game is delivered by PSN. "**PSN**" means the proprietary online network operated by the SIE Companies or their affiliates accessible via the Sony Systems and other devices, including services provided as part of or through that network, such as PlayStation Now and the PlayStation Store. PSN includes new services and features developed and offered after the date of this EULA, and other online networks launched after the date of this EULA, as specified by the SIE Companies.
p. You agree not to copy, publicly perform, or broadcast the Game in a manner that is not unauthorized by us.

If you play a Game on a Sony System and are a SIEA user, then notwithstanding anything in this EULA to the contrary, the following additional terms also apply with respect to your playing of the Game on the Sony System:

- Purchase and use of items are subject to the PlayStationNetwork Terms of Service and User Agreement (https://www.playstation.com/en-us/network/legal/terms-of-service/). This online service has been sublicensed to you by Sony Interactive Entertainment America.

If you play a Game on a Sony System and are a SIEE user, then notwithstanding anything in this EULA to the contrary, the following additional terms also apply with respect to your playing of the Game on the Sony System:

- You agree not to commercially exploit your User Generated Contentwithout our consent and SIEE's consent. You authorize SIEE, its affiliates and other PSN users, to use, distribute, copy, modify, display, and publish your User Generated Content, your PSN Online ID (and, if you choose to use it, your name) throughout the PSN and other associated services such as websites associated to the Game. You also authorize SIEE without payment to you, to license, sell and otherwise

commercially exploit your User Generated Content (for example, selling subscriptions to access your User Generated Content and/or receiving advertising revenue in connection with User Generated Content), and to use your User Generated Content in the promotion of PlayStation® products and services and the Game."**USER GENERATED CONTENT**": text, messages, comments, pictures, photographs, voice, music, videos, game assets, game videos, game-related information and other materials (i) created by you or others on PSN and/or (ii) shared by you or others via PSN.

- Subject to applicable law, we do not exclude or limit our liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; and (iii) any liability that cannot be excluded or limited under applicable law. Subject to the foregoing and subject to Section 19 of the EULA, the aggregate liability of the Company Parties arising out of or in connection with this EULA or the Services, and your only remedy, is limited to £50 (or local currency equivalent).
- Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("**SIENE**") and be subject to PlayStation Network Terms of Service and User Agreement (https://www.playstation.com/en-us/network/legal/terms-of-service/) which is available on the PlayStation™Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

SCHEDULE B-3: XBOX TERMS

If you play a Game on the XboxConsole, then notwithstanding anything in this EULA to the contrary, the following additional terms also applywith respect to your playing of the Game on the XboxConsole:

1. The Xbox Software License Agreement (https://support.xbox.com/en-US/help/hardware-network/warranty-service/xbox-software-license-agreement);
2. The Microsoft Services Agreement (https://www.microsoft.com/en-US/servicesagreement); and
3. The Xbox Community Standards(https://www.xbox.com/en-US/legal/community-standards).

For the purpose of clarity, we, and not Microsoft, are solely responsible for the Game.

SCHEDULE B-4: NINTENDO TERMS

If you play a Game on a Nintendo Console, then notwithstanding anything in this EULA to the contrary, the following additional terms also apply with respect to your playing of the Game on the Nintendo Console:

1. The Nintendo System User Agreements (available online at: https://en-americas-support.nintendo.com/app/answers/detail/a_id/48057?menu=3ds&submenu=ctr-doc-eula);
2. The Nintendo Account User Agreement (https://accounts.nintendo.com/term/eula/US?lang=en-US);
3. The Nintendo Purchase and Subscription Terms (https://www.nintendo.com/purchase-terms/); and
4. The Nintendo Code of Conduct (https://www.nintendo.com/nintendoaccount/code-of-conduct/).

For the purpose of clarity, we, and not Nintendo, are solely responsible for the Game.

SCHEDULE C-1: STREAMING POLICY

Introduction.
We hope that you enjoy our games and support your interest in producing game-play videos, whether live or recorded ("**VIDEOS**"), that share your gaming experiences with others, using images, video, sound effects, in-game music, or other assets from our games ("**CONTENT**"). Please note however, that in most cases using our Content without our permission is illegal and a violation of our rights. This policy helps inform you of the limited rights we grant you to share your experience with our Content with the public in your Videos.

Your use of our Content in Videos must be limited to non-commercial purposes, except as expressly stated under this Streaming Policy:
You may only use our Content in your Videos for non-commercial uses, except as we expressly state under this Streaming Policy. As such, you may not license your Video which leverages our Content to any company or anyone else for a fee or other form of compensation or for any other commercial use without first receiving our written authorization to do so. Note that we reserve the right to use our own Videos for commercial purposes. Further, any of your Videos that leverage our Content must contain commentary, gameplay, or sufficient originality to make it, in our sole discretion, educational or promotional. Examples of Videos that would NOT qualify under this policy are clips of cut-scenes from games or recordings of a particular game's soundtrack (without any commentary discussing the cut-scene or soundtrack).

We do however permit you to receive payment based on the following two methods, provided you comply with the other portions of this Streaming Policy:

- Monetization of your Video that leverages our Content through advertisements served by the platform which hosts your Video such as YouTube or Twitch (a "**PLATFORM**").
- Receiving donations via a donation link posted on your profile or in the Video description on a Platform.

How you may distribute your Video:
Subject to the terms of the applicable EULA and this Streaming Policy, you may create Videos using our Content, and you're free to distribute such Videos on websites where viewers are permitted to view these Videos without any charge of any kind. We understand that some websites may offer paid services. Provide that the website that hosts these Videos provides a free method to allow viewers to view them, you may distribute the Videos on that website.

What you may not include in your Video that leverages our Content:
You may not include in any Video (nor anywhere linked near or on the same webpage as the Video) any content that is prohibited as User Content under the EULA and the following:

- Anything that could imply that the Video is produced by us or that we endorse you or your Video (unless you have an endorsement relationship with us as covered by a separate written or other agreement);
- Any information related to cheats, hacks, exploits, bugs, or third-party programs, including links to any of the foregoing; nor
- Uses of our Content that breach applicable law or are derogatory to us or that, in our discretion, may damage the value, goodwill, or reputation of us, our affiliates, our products, Content, or brands.
- Any behavior or conduct that violates public morals and ethics.

Ratings – keep your Videos appropriate as follows:
Your Video should match the ratings guidelines for the game it relates to and must not in any event contain any content that would violate the "T" rating of the Entertainment Software Rating Board ("**ESRB**") or the "16" rating of the Pan European Game Information ("**PEGI**").
Disclosure – you must identify us as the copyright holder of our Content and disclaim our endorsement:
In any Video that leverages our Content that you provide, you must include a prominent disclaimer (either at the beginning of the Video or, if live-streaming, near the Video in a visible font) as follows:

- Portions of the content provided here, including trademarks and copyrights and any other intellectual property rights, are owned or held by Digital Extremes, Ltd.or its licensor(s)("DEP") and all rights in and to the same are reserved by DEP. This content is not official DEP content and is not endorsed or approved by DEP.

Some additional important information:
As solely determined by us, we may terminate your right to host, distribute or otherwise make available a Video that leverages our Content for business or other reasons without notice or liability to you. In such cases, we may (but do not have to) contact you or applicable websites or Platforms regarding terminating such rights to any such Video.